

## DRAFT - DISCUSSION PURPOSES ONLY

necessary or advisable to protect ISF's ownership of the hogs. Further, Grower irrevocably waives any right Grower may have to assert and agrees not to assert or permit to be asserted by anyone any lien upon any of ISF's hogs at the Facilities and will indemnify and hold ISF harmless from any and all such liens or claims to any of such hogs or the proceeds thereof. Finally, Grower agrees to execute appropriate waivers and non-disturbance agreements in favor of ISF's lenders upon the request of ISF.

11. Loss of Hogs. Grower shall be responsible for the loss of any hogs through theft, conversion or mysterious disappearance. Such hogs be valued at fair market value at time of notice of loss, and such value shall be deducted from any amounts due Grower under this Agreement and Grower shall be liable to ISF for any amount in excess of the amounts due Grower under this Agreement.

12. Waiver of Property Damage. Grower irrevocably waives any and all claims for recovery from ISF for loss or damage to Grower's property caused directly or indirectly by ISF's hogs, except where such loss or damage is solely caused by the negligence of ISF.

13. Third-Party Claims. Grower shall be responsible for any claims, damages or injuries to third parties caused by ISF's hogs delivered to the Facilities pursuant to this Agreement or caused by Grower's management of the Facilities and hereby indemnifies and holds ISF harmless from any such claims, damages or injuries, except where such claims, damages or injuries arise solely from the negligence of ISF.

14. Relationship of the Parties. The relationship created by this Agreement is that of independent contract grower and hog owner only and nothing contained herein is intended or shall be construed as creating any partnership, agency, employer-employee or other relationship. Grower shall provide at Grower's sole expense such workman's compensation insurance, unemployment compensation insurance, disability and health insurance as may be required or advisable for Grower or Grower's personnel. Grower shall comply, to the extent applicable, with all labor laws at the Facilities, including, without limitation, all OSHA requirements. Grower will be responsible for all taxes on amounts paid to Grower by ISF hereunder.

15. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class, postage paid:

A. If to Grower to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. If to ISF to:

Iowa Select Farms, L.P.  
c/o Mr. Jeff Hansen  
811 South Oak Street  
Iowa Falls, Iowa 50126

16. Amendments. This Agreement sets forth the entire understanding of the parties and supersedes any prior agreements, oral or written, as to the subject matter hereof. This Agreement may be amended or modified by, and only by, a written instrument executed by the parties hereto.

17. Expenses. Except as otherwise provided herein, all legal, accounting, and other costs and expenses incurred in connection with the Agreement and any related agreements) and the transactions contemplated hereby and thereby shall be paid by the party incurring such expenses.

ISF INITIALS: \_\_\_\_\_

GROWER INITIALS: \_\_\_\_\_

REVDATE 053095